

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO**

In Re:
MBF Inspection Services, Inc.

Debtor.

**No. 18-11579-11
Chapter 11**

**RESPONSE IN REGARD TO MEMORANDUM OPINION OF
THIS COURT ON STAY MOTION/WAIVER**

COMES NOW the Debtor by and through its counsel Jennie D. Behles of B.L.F. LLC and as an for its Response in Regard to Memorandum Opinion of this Court on Stay Motion/Waiver and does state:

1. The Debtor hereby waives its right to a jury trial in any proceeding conducted in regard to the claims referenced in the Stay Motion, Dkt. No. 41, if they are tried in the Bankruptcy Court i.e., the Debtor is waving its right to jury trial in any matter other than the case being tried in the United States District Court for the Southern District of Ohio presently pending as Cause No. 2:15-cv-2959.

2. The Debtor concedes that the “Footnote 1 concessions” in the Memorandum Opinion, Dkt No. 148 continues to bind the debtor both before the Bankruptcy Court and on any appeal.

3. Once the Ganci creditors have filed proofs of claim, the Debtor accedes to the court's request and order in the Memorandum Opinion, Dkt. No. 148, page 10. It will promptly assert any claims objections which will be subject to the concessions and applicable law requirements stated in Dkt. No. 148.

4. The Debtor admits as it did in open court, that before the Bankruptcy Court and any appeal Sixth Circuit law, including without limitation, the Hughes decision which applies to the Ganci creditors' claims tried under the FLSA statute to which the Hughes decision applies and to which Sixth Circuit law (federal law) applies. As to claims in that action made under state statute in that case, the Ohio minimum-wage Fair Standards Act, Ohio revised code Chapter 4111 are dealt with under that statute.

5. It is furthermore the statement of Debtor that the above-referenced specific waivers and/or concessions (para. 1-4) are meant to be 100% of waiver and acquiescence in the condition stated by the United States Bankruptcy Court for the District of New Mexico requiring waiver or concession from the Debtor in order for the automatic stay as relates to Cause Number 2:15-cv-2959 for the United States District Court for the Southern District of Ohio to remain in place, to in fact remain in place, and this general waiver and concession is meant to fully comply with the request of the Court. To the extent that any specific concession or waiver may be considered i.e., effective this general waiver applies as a cure.

6. This waiver and/or concession to the conditions of the Court is not based on any offer made to the debtor by the stay movants, but is wholly based upon the conditions and requested waivers referenced in the Memorandum Opinion of the Court Dkt No. 22.

Respectfully submitted,

B.L.F., LLC

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CERTIFICATE OF SERVICE

I certify that I sent a true and correct copy of the foregoing to the parties listed below on December 21, 2018 through the Court's electronic noticing system, the CM/ECF SYSTEM.

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By: s/ filed electronically
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